MINOFFICIAL GORY REYERHAEUSER MORTGAGE COMPANY 1701 EAST WOODFIELD ROAD, 96591666 97023901 DEFT-01 RECORDING SCHAUMBERG, IL 60173 čook county recorder [Space Above This Line For Recording Data] MORTGAGE re-recorded to add legal and signature on ARM rider THIS MORTGAGE ("Security Instrument") is given on JULY 30, The mortgager is DAVID C. BRUNER, AN UNMARRIED MAN ("Borrower"). This Security Instrument is given to WEYERHAEUSER MORTGAGE COMPANY, A CALIFORNIA CORPORATION which is organized and easing under the laws of THE STATE OF CALIFORNIA and whose address is 1701 EAST WOODFIELD ROAD, SUITE 1010, SCHAUMBERG, IL 60173 ("Lender"). Borrower owes Lander the principal sum of FIFTY-FIVE THOUSAND AND NO/100 ---Dollars (U.S. \$ 55,000.00). This dobt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not pail earlier, due and payable on AUGUST 1, 2026 This Security Instrument secures to Londor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security histrument and the Note, For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois: LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF 97157921 Nations Title Agency of Illinois, Inc. 246 E. Janala Blvd. Ste. 300 DEFT-01 RECORDING

Lombard, IL 60148

96-5186-cook

T\$U01 TRAN 7835 08/01/96 14:38:00

\$5630 \$ 5W *-96-591666

COOK COUNTY RECORDER

15-12-420-015-1026

which has the address of 7251 WEST RANDOLPH STREET, FOREST PARK [Stroot] [City]

Illinois 60130 (Z)p Code) ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the

Form 3014 9/90

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(Page 1 of 7)

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT ICC20818.PCI-4-94

OEPT-01 RECORDING
10009 TRAN 7503 03/07/97 121011
99/38 # SK # - S - 15 - 6
CODY COUNTY RECORDER

"Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly laxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds ret: a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is each an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Londor exceed the amounts permitted to be held by applicable law, Londor shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Londor at any time is not sufficient to pay the Escrew Items when due, Londor may so notify Borrower in writing, and, in such case Borrower shall pay to Londor the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londor's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Borrower any Funds held by Londor. If, under paragraph 21, Londor shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Londor at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late

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ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSRUMENT

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charges due under the Note.

4. Charges; Liens. Berrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contosts in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Barrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice,

5. Hazzar or Property Insurance. Borrower shall keep the improvements now existing or hereafter orected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower,

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the surns recured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has effered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or ristore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately rive to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrover's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Berrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide

Londer with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concorning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Berrower shall comply with all the provisions of the lease, if Borrower acquires for title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the

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7. Protection of Londor's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to onforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Londor's actions may include paying any sums secured by a lion which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' foos and entering on the Property to make repairs. Although Londor may take action under this paragraph 7, Londor does not have to do so.

Any amounts disbursed by Lorder under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest,

- upon notice from Lander to Borrower requesting payment. 8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums required to maintain the mortgage insurance in offect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the promiums required to obtain coverage substantially equivalent to the mortgage insurance previously in affect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mertgage instante coverage is not available. Berrower shall pay to Londer each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or coased to be in effect. Londor will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lett reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Londor again becomes available and is obtained. Borrower shall pay the promiums required to maintain mortgage insurance in effect, outs provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lendor or its agent may make reasonable entries upon inspections of the Property. Londor shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection,

10. Condemnation. The proceeds of any award or claim for carrieges, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for convoyance in lieu of condomnation, are hereby assigned and shall be paid to Londor.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately borne the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londor otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Berrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or n, after nonce by London. Conder within 30 days offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the condensation of the to restoration or repair of the Property or to the sums secured by this Security Instrument, whether not then

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Unless Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such paymonts.

- 11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise medify amortization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Londor in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or romedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londor and Borrower, subject to the provisious of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Berrewer who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londor and any other Borrower may agree to extend, modify, forboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the boy secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to riduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded partnit of limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal away under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be from and as a partial propayment without any propayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by malling it by first class mail unless applicable law royalres use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to London, Any notice to Londor shall be given by first class mail to Londor's address stated herein or any other address Londor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Berrower or Londor when given as provided in this parary poli-
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Socurity Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Horrower shall be given one conformed copy of the Note and of this Security Instrument,
- 17. Transfer of the Property or a Beneficial Interest in Berrower, If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be a exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Londor exercises this option, Londor shall give Borrower notice of acceleration. The notice shall A provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower, must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the --expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or domand on Borrower.

 18. Berrower's Right to Reinstate, If Borrower meets certain conditions, Berrower shall have the right
- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or

such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in VI (Stentt, in trument) or (b) entry of a indignant enforcing this Security Instrument. Those conditions are that borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information regulated by applicable law.

20. He ardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Lawardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazirdous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and he following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and her fieldes, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender firther covenant and agree as follows:

21. Acceleration; Romedies. Lander shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall appecify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Lastrument, forcelesure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the forcelesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelesure. If the default is not cured on or before the date; appearing the notice, Londer at its option may require immediate payment in full of all sums secured by this; Security Instrument without further demand and may forcelese this Security Instrument by judicial proceeding. It Londer shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

22. Rolonso. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower.

23. Waiver of Homestead. Borrower relinquishes all right of power and waives all right of homestead

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BY SIGNING BELOW, Bor Security Instrument and in any rid	rrower accepts and a or(s) executed by Bor	grees to the terms rower and recorded	and covenants co with it.	ntained in this	
Witnesses:					
DAVID C. BRUNER	(Sonl) Borrower	Vicki A. E	Anghans h	(Seal) Barrowek Litnesse	
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that David C. Bruner,	Unmarried		$O_{x_{-}}$	•	
	, personally	known to me to be t	the same person(s) whose name(s	}
subscribed to the foregoing instru	ment, appeared befor	e me this day in per	rson, and acknown	edged that he	
S	igned and delivered u	no gaid instrument a	18 1119	(9
free and voluntary act, for the us	es and purposes there	an actioning		1996	J)
Given under my hand and offic	un seul ius 30f Ho	ny of July	11	, ,,,,,,,	86
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My Commission Expires:			Vicki A. Zang	nans	
•		N. C.	NOTARY PUBLIC, STA	TE OF OHIO	
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EXHIBIT "A"

UNIT C-8 TOGETHER WITH AN UNDIVIDED 2.87 PERCENT INTEREST IN THE COMMON ELEMENTS IN "RAMAR HOUSE CONDOMINTUM" AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 2188695 AND 19344851, AS AMENDED FROM TIME TO TIME IN PART OF THE SOUTHEAST 1/4 OF SECTION Property of Cook County Clerk's Office States 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEN RECORDED MAIL TO:

WEYERHAEUSER MORTGAGE COMPANY

1701 EAST WOODFIELD ROAD, SUITE 1010 SCHAUMBERG, IL 60173

Loan No.: 519143

[Space Above This Line For Recording Data]

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30thday of JULY 1996 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Doed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WEYERALEUSER MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 7251 WEST RANDOLPH STREET, FOREST PARK, ILLINOIS 60130

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

RAMAR HOUSE

(Name of Co. dominium Project)

(the "Candominium Project"). If the owners association in the entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest,

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Forrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Doclaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) cody of regulations; and (iv) other equivalent documents. Berrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Decuments.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally excepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lander and which provides insurance coverage in the amounts, for the periods, and against the hazards Londor requires, including fire and hazards included within the term "extended coverage," then:

(i) Lander waives the provision in Uniform Covenant 2 for the monthly payment to Lander of the

yearly premium installments for hazard insurance on the Property; and

(ii) Horrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the regulred coverage is provided by the Owners Association policy.

Borrower shall give Londer prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Londor for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

MULTISTATE CONDOMINIUM RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT ICC11710.PClass91 Page | of 2

Form 3140 9/90

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express

benefit of Lenger,

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage

maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disoursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment. these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Lorrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

David C. Bruner DAVID C. BRUNER	,	Thy.	
DAVID C. BRUNER	·Borrower		-Borrower
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***************************************	·Borrower		-Borrower

96.512.6

Loan Number: 519143

WHEN RECORDED MAIL TO:

WEYERHARUSER MORTGAGE COMPANY

1701 EAST WOODFIELD ROAD, SUITE 1010 SCHAUMBERG, IL 60173

LOAN NO. 519143

[Space Above This Line For Recording Data]

1-4 FAMILY RIDER

(Assignment of Ronts)

THIS 1-4 FAMILY RIDER is made this 30th day of JULY 1,996 , and is incorporated into and sharks doemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WEYERHAEUSER MORTGAGE COMPANY, A CALIFORNIA CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 7251 WEST RANDOLPH STREET, FOREST PARK, ILLINOIS 60130

(Proporty Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever new or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing exparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, binds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings how or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a Lasehold) are referred to in this 1.4 Family Rider and Security Instrument as the "Property".

urity Instrume...

1.4 Family Rider and Secur...

1. USE OF PROPERTY; COMPLIANUE...

1. the use of the Property or its zoning classification, unlessed to the Property with all laws, ordinances, regulations and requirement...

1. to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any meta to the Security Instrument to be perfected against the Property without Lender's prior written into the Security Instrument to be perfected against the Property without Lender's prior written into the Security Instrument to be perfected against the Property without Lender's prior written into the Security Instrument to be perfected against the Property without Lender's prior written into the Security Instrument to be perfected against the Property without Lender's prior written into the Security Instrument to be perfected against the Property without Lender's prior written into the Security Instrument to be perfected against the Property without Lender's prior written in the Security Instrument to be perfected against the Property without Lender's prior written in the Security Instrument to be perfected against the Property without Lender's prior written in the Security Instrument to be perfected against the Property without Lender's prior written in the Security Instrument to be perfected against the Property without Lender's prior written in the Security Instrument in the Security Instrument in the Security Instrument Instrume change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

inferior to the Security Instrument to be perfected against the Property without Lender's prior written nermission.

other hazards for which insurance is required by Uniform Covenant 5.

occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

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G. ASSIGNMENT OF LEASES. Upon Londor's request, Borrower shall assign to Londor all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment. Londer shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's solo discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Berrower authorizes Lender or Londer's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Ronts until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Londer has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lander only, to be applied to the sums secured by the Security Instrument; (ii) Londer shall be entitled to collect and receive all of the Rents of the; (iii) Borrower agrees that each tenant of the Property shall pay all Rents des and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lander's agents shall be applied first to the costs of taking exetrol of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Socurity Instrument: (v) Lender, Londor's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and easiest the Rents and profits derived from the Property without any showing as to the inadequacy of the Property is security,

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Londer for such purposes shall become indebtedness

of Borrower to Londor secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrover has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Londor from exercising its rights under this paragraph.

Londor, or Londor's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Londor, or Londor's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Londer. This assignment of Ronts of the Property shall terminate when all the sume secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Jander may invoke any of the remedies permitted by Security Instrument.

BY SIGNING BELOW, Borrower accepts and ag Family-Ridor.	rees to the terms and provision's contained in th	is 1-4
DAVID C. BRUNER	Ö	
DAVID C. BRUNER		
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76 - 5126 Form 3170 (8/80)

ADJUSTABLE RATE RIDER

LOAN NO. 519143

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of JULY, 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to WEYERHAEUSER MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7251 WEST RANDOLPH STREET, FOREST PARK, ILLINOIS 60130

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST PAYE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVERANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenfor Eirther covenant and agree as follows:

(A), INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12.500 %. The Note provides for changes in the interest rate and the monthly payments, as blows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay will change on the first any of FEBRUARY, 1997 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Reginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of the London interbank effered rates for six-month deltar deposit. in the London market based on quotations at five major banks ("LIBOR"), as set forth in the "Money Rates" section of the Wall Street Journal, Western Edition, on the last business day of the month. If the Money Rates section ceases to be published or becomes unavailable for any reason, then a comparable publication shall be selected by the Note Holder. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index there is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding EIGHT AND ONE/HALF---- percentage point(s) (8.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of

my monthly payment.

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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.500% or less than 12.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE---- percentage point(s)

1.000 %) from the rate of interest I have been paying for the preceding six months.

My interest rate will never be greater than NINETEEN-----

(19,000 %).

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The New Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be giver, me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF TAE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee: and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and should be and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the lean assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Berrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remailes permitted by this Security Instrument without further notice or demand on Borrower.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

DAVID C. BRUNER	(Seal) Borrower		iani) War y o
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(Sign Original Only)